

<i>SERFF Tracking Number:</i>	<i>PRES-127749754</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Presidential Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50106</i>
<i>Company Tracking Number:</i>	<i>TRADITIONAL AND ROTH IRA ENDORSEMENTS</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>Traditional and Roth IRA Endorsements</i>		
<i>Project Name/Number:</i>	<i>Traditional and Roth IRA Endorsements /</i>		

## Filing at a Glance

Company: Presidential Life Insurance Company

Product Name: Traditional and Roth IRA Endorsements      SERFF Tr Num: PRES-127749754      State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-Variable      SERFF Status: Closed-Approved      State Tr Num: 50106

Sub-TOI: A02I.003 Single Premium      Co Tr Num: TRADITIONAL AND ROTH IRA ENDORSEMENTS      State Status: Approved-Closed

Filing Type: Form      Reviewer(s): Linda Bird, Donna Lambert

Authors: Diana Barbas, Geralyn Farm, Amy Hamilton, Darlene Sanchez

Date Submitted: 10/26/2011      Disposition Date: 10/31/2011

Implementation Date Requested: On Approval      Disposition Status: Approved

State Filing Description:      Implementation Date: 11/30/2011

## General Information

Project Name: Traditional and Roth IRA Endorsements

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 10/31/2011

State Status Changed: 10/31/2011

Deemer Date:

Created By: Darlene Sanchez

Submitted By: Darlene Sanchez

Corresponding Filing Tracking Number:

Filing Description:

RE: Form # IEND0611 – Traditional Individual Retirement Annuity Endorsement

Form # REND0611 – Roth Individual Retirement Annuity Endorsement

Enclosed for your review and approval are the above referenced individual retirement annuity endorsements.

SERFF Tracking Number: PRES-127749754 State: Arkansas  
Filing Company: Presidential Life Insurance Company State Tracking Number: 50106  
Company Tracking Number: TRADITIONAL AND ROTH IRA ENDORSEMENTS  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
Variable  
Product Name: Traditional and Roth IRA Endorsements  
Project Name/Number: Traditional and Roth IRA Endorsements /

Form IEND0611 is a new form. It will replace form IRAR-2002, approved on 2/4/2003.

Form REND0611 is also a new form. It will replace form ROTH.END.6025, approved on 2/23/2006.

The changes made from the previous forms (redlined comparisons attached) are based on required modifications and model language provided to us by the Department of the Treasury, Internal Revenue Service (IRS). The revisions are required in order to conform to updated IRS regulations.

It is our understanding that since the language in the endorsements is specified by IRS, they are not subject to state interpretation and that they are exempt from the simplified language requirements.

When applicable, one of the endorsements will be included in the following annuity contract forms:

- SPDA-23, approved on 5/15/2009, tracking # 42328
- SPDA-24, approved on 5/15/2009, tracking # 42328
- SPDA-25, approved on 9/7/2007, tracking # 36795
- RA-8, approved on 5/15/2009, tracking # 42328

Please note, this applies to single and flexible premium annuities.

To the best of our knowledge and belief, this submission complies with your state statutes and regulations.

## Company and Contact

### Filing Contact Information

Darlene Sanchez, dsanchez@presidentiallife.com  
69 Lydecker Street 845-358-2300 [Phone] 217 [Ext]  
Nyack, NY 10960 845-704-1643 [FAX]

### Filing Company Information

Presidential Life Insurance Company	CoCode: 68039	State of Domicile: New York
69 Lydecker Street	Group Code:	Company Type:
Nyack, NY 10960	Group Name:	State ID Number:
(845) 358-2300 ext. 224[Phone]	FEIN Number: 13-2570714	

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## Filing Fees

SERFF Tracking Number: PRES-127749754 State: Arkansas  
Filing Company: Presidential Life Insurance Company State Tracking Number: 50106  
Company Tracking Number: TRADITIONAL AND ROTH IRA ENDORSEMENTS  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
Variable  
Product Name: Traditional and Roth IRA Endorsements  
Project Name/Number: Traditional and Roth IRA Endorsements /

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: \$100 for two endorsements (\$50/endorsement)  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Presidential Life Insurance Company	\$100.00	10/26/2011	53220454

SERFF Tracking Number: PRES-127749754 State: Arkansas  
Filing Company: Presidential Life Insurance Company State Tracking Number: 50106  
Company Tracking Number: TRADITIONAL AND ROTH IRA ENDORSEMENTS  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
Variable  
Product Name: Traditional and Roth IRA Endorsements  
Project Name/Number: Traditional and Roth IRA Endorsements /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	10/31/2011	10/31/2011

<i>SERFF Tracking Number:</i>	<i>PRES-127749754</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Presidential Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50106</i>
<i>Company Tracking Number:</i>	<i>TRADITIONAL AND ROTH IRA ENDORSEMENTS</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
	<i>Variable</i>		
<i>Product Name:</i>	<i>Traditional and Roth IRA Endorsements</i>		
<i>Project Name/Number:</i>	<i>Traditional and Roth IRA Endorsements /</i>		

## Disposition

Disposition Date: 10/31/2011

Implementation Date: 11/30/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRES-127749754 State: Arkansas

Filing Company: Presidential Life Insurance Company State Tracking Number: 50106

Company Tracking Number: TRADITIONAL AND ROTH IRA ENDORSEMENTS

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
Variable

Product Name: Traditional and Roth IRA Endorsements

Project Name/Number: Traditional and Roth IRA Endorsements /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Life & Annuity - Actuarial Memo	Approved	Yes
Supporting Document	Statement of Variability	Approved	Yes
Supporting Document	Track Changes Made	Approved	Yes
Form	Traditional Individual Retirement Annuity Endorsement	Approved	Yes
Form	ROTH Individual Retirement Annuity Endorsement	Approved	Yes

SERFF Tracking Number: PRES-127749754 State: Arkansas

Filing Company: Presidential Life Insurance Company State Tracking Number: 50106

Company Tracking Number: TRADITIONAL AND ROTH IRA ENDORSEMENTS

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium

Variable

Product Name: Traditional and Roth IRA Endorsements

Project Name/Number: Traditional and Roth IRA Endorsements /

## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved 10/31/2011	IEND0611	Policy/Cont Traditional Individual ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	IEND0611.pdf
Approved 10/31/2011	REND0611	Policy/Cont ROTH Individual ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	REND0611.p df

# TRADITIONAL INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

## ARTICLE I

- 1.01 *Purpose of the Endorsement:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as an individual retirement annuity (IRA) under Code Section 408(b) to provide for the IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the IRA Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a Designated Beneficiary of a deceased individual, references in this document to the "IRA Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

## ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the IRA Owner through which the IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Designated Beneficiary:* Means the Beneficiary named as of the date of the IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the IRA Owner's death.
- 2.06 *Endorsement:* Means this IRA Endorsement.
- 2.07 *IRA:* Means a Traditional IRA as defined in Code Section 408(b) unless otherwise indicated.
- 2.08 *IRA Owner:* Means the individual who participates in this IRA, thereby owning the Contract.
- 2.09 *Issuer:* Means Presidential Life Insurance Company or Presidential Life Insurance Company in Texas doing business as Rockland Life Insurance Company.
- 2.10 *Premium:* Means any payments made to the IRA.
- 2.11 *Regulations:* Means the Treasury regulations.
- 2.12 *Roth IRA:* Means an IRA as defined in Code Sections 408A and 408(b).
- 2.13 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

## ARTICLE III – PREMIUM PAYMENTS

- 3.01 *Maximum Permissible Premiums.* The Issuer may accept Premiums on behalf of the IRA Owner for a tax year of the IRA Owner.

- A. **Regular Premiums.** Except in the case of a rollover Premium (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16)) or a Premium made in accordance with the terms of a simplified employee pension (SEP) plan as described in Code Section 408(k), no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the IRA Owner's compensation, or \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the Premium limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the IRA Owner makes regular Premiums to both Traditional and Roth IRAs for a taxable year, the maximum regular Premium that can be made to all the IRA Owner's Traditional IRAs for that taxable year is reduced by the regular Premiums made to the IRA Owner's Roth IRAs for the taxable year.

- B. **Catch-Up Premiums.** In the case of an IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- C. **Additional Premiums.** In addition to the amounts described in Sections 3.01(A) and (B) of this Endorsement, an IRA Owner may make additional Premiums specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, and certain amounts received in connection with the Exxon Valdez litigation.



**D. Employees of Certain Bankrupt Employers.** In addition to the amounts described in Section 3.01(A) and (C) of this Endorsement, an IRA Owner who was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An IRA Owner who makes Premiums under this section may not also make catch-up Premiums.

**E. SIMPLE IRA.** No Premiums will be accepted under a SIMPLE IRA plan established by an employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to Premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

**F. Inherited IRA.** If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), no Premiums will be accepted.

3.02 *Excess Premium.* Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.

3.03 *Contract Requirements.* If Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be \$25 (not to exceed \$50). However, the Issuer may, at its option, either accept additional future Premiums or terminate the Contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

#### **ARTICLE IV – DISTRIBUTION REQUIREMENTS**

4.01 *IRA Owner Distributions.* Notwithstanding any provision of this IRA to the contrary, the distribution of the IRA Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under Section 4.01(D) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Section 4.01 (A), (B), and (C) and Section 4.02 of this Endorsement.

A. The entire interest of the IRA Owner for whose benefit the IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such IRA Owner attains age 70½ (the "required beginning date") over

1. the IRA Owner's life or the lives of such IRA Owner and his or her Designated Beneficiary(ies), or
2. a period certain not extending beyond the IRA Owner's life expectancy or the joint and last survivor expectancy of such IRA Owner and his or her Designated Beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(B) and (C) of this Endorsement do not apply.

B. The distribution periods described in Section 4.01(A) of this Endorsement cannot exceed the periods specified in Regulations Section 1.401(a)(9)-6.

C. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

D. The "interest" in the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

E. If the IRA Owner fails to elect a method of distribution by his or her required beginning date the Issuer shall have complete and sole discretion to do any one of the following:

- make no distribution until the IRA Owner provides a proper withdrawal request;
- distribute the IRA Owner's entire interest in a single sum payment;
- distribute the IRA Owner's entire interest over a period certain not extending beyond the IRA Owner's life expectancy or the life expectancy of the IRA Owner and his or her Beneficiary; or
- annuitize the IRA within the parameters described in this Section.

The Issuer will not be liable for any penalties or taxes related to the IRA Owner's failure to take a required minimum distribution.

4.02 *Beneficiary Rights.* If the IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

**A. Death on or After Required Beginning Date.**

If the IRA Owner dies on or after required distributions commence, the remaining portion of such IRA Owner's interest will continue to be distributed under the Contract option chosen.

**B. Death Before Required Beginning Date.** If the IRA Owner dies before required distributions commence, such IRA Owner's entire interest will be distributed at least as rapidly as follows.

1. If the Designated Beneficiary is someone other than the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the IRA Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse Designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse Designated Beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

2. If the IRA Owner's sole Designated Beneficiary is the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death (or by the end of the calendar year in which the IRA Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in

the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

3. If there is no Designated Beneficiary, or, if applicable by operation of Section 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the IRA Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).

4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

C. The "interest" in the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the IRA Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02(B)(2) of this Endorsement. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

- E. If the Designated Beneficiary is the IRA Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the IRA, makes a Premium to the IRA or fails to take required distributions as a Beneficiary.
- F. The required minimum distributions payable to a Designated Beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Regulations Section 1.408-8.
- G. If the Beneficiary payment election described in Section 4.02 is not made by December 31 of the year following the year the IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
  - distribute the entire IRA to the Beneficiary(ies) in a single sum payment; or
  - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in Sections 4.02(A) or (B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

#### **ARTICLE V – REPORTING**

The IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report required under Code Section 408(i), Regulations Sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

#### **ARTICLE VI – AMENDMENTS**

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the IRA Owner. The IRA Owner will be deemed to have consented to any other amendment unless the IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the IRA Owner.

#### **ARTICLE VII – RESPONSIBILITY OF THE PARTIES**

The Issuer shall not be responsible for any penalties, taxes, judgments, or expenses incurred by the IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings, or this Endorsement.

Signed for the Company at its home office in Nyack, NY



Secretary



President

## **PRESIDENTIAL LIFE INSURANCE COMPANY**

**HAS ISSUED THIS ENDORSEMENT AS PART OF THE CONTRACT TO WHICH IT IS ATTACHED**

# ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

## ARTICLE I

1.01 *Purpose of the Endorsement:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as a Roth individual retirement annuity (IRA) under Code Sections 408A and 408(b) to provide for the Roth IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the Roth IRA Owner and his or her Beneficiary(ies). If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a Designated Beneficiary of a deceased individual, references in this document to the "Roth IRA Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

1.02 *Ownership Provisions:* The Roth IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the Roth IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.

1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

## ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Application:* Means the document executed by the Roth IRA Owner through which the Roth IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.

2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining Roth IRA benefits upon the death of the Roth IRA Owner.

2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.

2.04 *Compensation.* For purposes of Section 3.01 of this Endorsement, compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self employed Roth IRA Owner takes for contributions made to a self-

employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Code Section 1402(c)(6). The term compensation shall include any amount includible in the Roth IRA Owner's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). Compensation also includes any differential wage payments as defined in Code Section 3401(h)(2).

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a Roth IRA Premium.

2.05 *Contract:* Means the annuity contract used in conjunction with this Endorsement.

2.06 *Conversion Premium:* Means a contribution described in Code Section 408A(e) from a Traditional or SIMPLE IRA to a Roth IRA.

2.07 *Designated Beneficiary:* Means the Beneficiary named as of the date of the Roth IRA Owner's death who remains Beneficiary as of September 30 of the year following the year of the Roth IRA Owner's death.

2.08 *Endorsement:* Means this Roth IRA Endorsement.

2.09 *IRA:* Means a Roth IRA as defined in Code Sections 408(A) and 408(b) unless otherwise indicated.

2.10 *Issuer:* Means Presidential Life Insurance Company or Presidential Life Insurance Company in Texas doing business as Rockland Life Insurance Company.

2.11 *Premium:* Means any payments made to the Roth IRA.

2.12 *Regulations:* Means the Treasury regulations.

2.13 *Roth IRA Owner:* Means the individual who participates in this Roth IRA, thereby owning the Contract.

2.14 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.15 *Traditional IRA:* Means an IRA as defined in Code Section 408(a) or 408(b).

## ARTICLE III – PREMIUM PAYMENTS

### 3.01 Premium Limits

A. **Maximum Permissible Amount.** Except in the case of a qualified rollover Premium (as described in Section 3.01(G) of this Endorsement) or a recharacterization (as described in Section 301(F) of this Endorsement), no Premium will be accepted unless it is in cash, and the total of such Premiums to all the Roth IRA Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in Section 3.01(B) of this Endorsement), or the Roth IRA Owner's Compensation (as defined in Section 2.04 of this Endorsement), if less, for that taxable year. The Premium described in the previous sentence that may not exceed the lesser of the applicable amount of the Roth IRA Owner's Compensation is referred to as a regular Premium. However, notwithstanding the preceding limits on Premiums, a Roth IRA Owner may make additional Premiums specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, and certain amounts received in connection with the Exxon Valdez litigation. Premiums may be limited under Sections 3.01(C), (D), and (E) of this Endorsement.

B. **Applicable Amount.** The applicable amount is determined below:

1. If the Roth IRA Owner is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Premium limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
2. If the Roth IRA Owner is 50 or older, the applicable amount under Section 3.01(B)(1) of this Endorsement is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
3. If the Roth IRA Owner was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under Section 3.01(B)(1) of this Endorsement is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. A Roth IRA Owner who makes Premiums under this Section 3.01(B)(3) may not also make Premiums under Section 3.01(B)(2).

C. **Regular Premium Limit.** The maximum regular Premium that can be made to all the Roth IRA Owner's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

1. If a Roth IRA Owner's modified adjusted gross income (MAGI) falls within certain limits, as described in the following table, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Premium	Phase-Out Range MAGI	No Premium
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

A Roth IRA Owner's MAGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover Premium. If the Roth IRA Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Premium determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the MAGI limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

2. If the Roth IRA Owner makes regular Premiums to both Roth and Traditional IRAs for a taxable year, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for that taxable year is reduced by the regular Premiums made to the Roth IRA Owner's Traditional IRAs for the taxable year.

D. **SIMPLE IRA Limits.** No Premiums will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

E. **Inherited Roth IRA.** If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), no regular Roth IRA Premiums will be accepted.

F. **Recharacterization.** A regular Premium to a Traditional IRA may be recharacterized pursuant to the rules in Regulations Section 1.408A-5 as a regular Premium to this Roth IRA, subject to the limits in Section 3.01(C) of this Endorsement.

G. **Qualified Rollover Premium.** A qualified rollover Premium is a rollover of a distribution from an eligible retirement plan described in Code Section 402(c)(8)(B). If the distribution is from a Roth IRA, the rollover must meet the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the distribution is from a Traditional or SIMPLE IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A qualified rollover Premium also includes Sections 3.01(G)(1) and (2) below.

1. All or part of a military death gratuity or servicemembers' group life insurance (SGLI) payment may be contributed if the Premium is made within one year of receiving the gratuity or payment. Such Premiums are disregarded for purposes of the one-rollover-per-year rule under Code Section 408(d)(3)(B).
2. All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458) received by certain airline employees may be contributed if the Premium is made within 180 days of receiving the payment.

3.02 *Excess Premium.* Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.

3.03 *Contract Requirements.* If Premiums are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a Premium to the Issuer, and the minimum Premium amount for reinstatement shall be \$25 (not to exceed \$50). However, the Issuer may, at its option, either accept additional future payments or terminate the Contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

#### ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Roth IRA Owner Distributions.* No amount is required to be distributed from the Contract prior to the death of the Roth IRA Owner for whose benefit the Contract was originally established. If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), this Section does not apply.

4.02 *Beneficiary Rights.* If the Roth IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

A. Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Roth IRA Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in Sections 4.02(B), (C), (D), and (E) of this Endorsement.

B. Upon the death of the Roth IRA Owner, his or her entire interest will be distributed at least as rapidly as follows:

1. If the Designated Beneficiary is someone other than the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of the Roth IRA Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse Designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse Designated Beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

2. If the Roth IRA Owner's Designated Beneficiary is the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death (or by the end of the calendar year in which the Roth IRA Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the

spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Section 4.02(B)(3) of this Endorsement.

If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

3. If there is no Designated Beneficiary, or if applicable by operation of Section 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Roth IRA Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).
  4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in Section 4.02(B)(1) or (2) of this Endorsement, and reduced by one for each subsequent year.
- C. The "interest" in the Roth IRA for purposes of Section 4.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.
- D. For purposes of Section 4.02(B)(2) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such Section. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Regulations Section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.

- E. If the sole Designated Beneficiary is the Roth IRA Owner's surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Premium to the Roth IRA or fails to take required distributions as a Beneficiary.
- F. The required minimum distributions payable to a Designated Beneficiary from this Roth IRA may be withdrawn from another Roth IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of Regulations Section 1.408-8.
- G. If the Beneficiary payment election described above is not made by December 31 of the year following the year the Roth IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
  - distribute the entire Roth IRA to the Beneficiary(ies) in a single sum payment; or
  - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in Section 4.02(B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

#### **ARTICLE V – REPORTING**

The Roth IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report(s) required under the Code and related Regulations including Code Sections 408(i) and 408A(d)(3)(D) and Regulations Sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

#### **ARTICLE VI – AMENDMENTS**


Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Roth IRA Owner. The Roth IRA Owner will be deemed to have consented to any other amendment unless the Roth IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the Roth IRA Owner.

#### **ARTICLE VII – RESPONSIBILITY OF THE PARTIES**

The Issuer shall not be responsible for any penalties, taxes, judgments, or expenses incurred by the Roth IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this Roth IRA comply with the Code, Regulations, rulings, or this Endorsement.

Signed for the Company at its home office in Nyack, NY

  
Secretary

  
President

## **PRESIDENTIAL LIFE INSURANCE COMPANY**

**HAS ISSUED THIS ENDORSEMENT AS PART OF THE CONTRACT TO WHICH IT IS ATTACHED**



SERFF Tracking Number: PRES-127749754 State: Arkansas

Filing Company: Presidential Life Insurance Company State Tracking Number: 50106

Company Tracking Number: TRADITIONAL AND ROTH IRA ENDORSEMENTS

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium Variable

Product Name: Traditional and Roth IRA Endorsements

Project Name/Number: Traditional and Roth IRA Endorsements /

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Flesch Certification	Approved	10/31/2011
<b>Bypass Reason:</b> Not applicable for this filing.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Application	Approved	10/31/2011
<b>Bypass Reason:</b> Not applicable for this filing.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Life & Annuity - Acturial Memo	Approved	10/31/2011
<b>Bypass Reason:</b> Not applicable for this filing.		
<b>Comments:</b>		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statement of Variability	Approved	10/31/2011
<b>Comments:</b>		
<b>Attachment:</b> SOV.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Track Changes Made	Approved	10/31/2011
<b>Comments:</b> Redlined comparision of previous and current forms.		
<b>Attachments:</b>		

<i>SERFF Tracking Number:</i>	<i>PRES-127749754</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Presidential Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>50106</i>
<i>Company Tracking Number:</i>	<i>TRADITIONAL AND ROTH IRA ENDORSEMENTS</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
	<i>Variable</i>		
<i>Product Name:</i>	<i>Traditional and Roth IRA Endorsements</i>		
<i>Project Name/Number:</i>	<i>Traditional and Roth IRA Endorsements /</i>		

Redline comparison to IRAR-2002.pdf

Redline comparison to ROTH END #6025 .pdf

# PRESIDENTIAL LIFE INSURANCE COMPANY

## Statement of Variable Material

(Variability is denoted by bracketing)

10/18/2011

Form: <b>IEND0611</b> - Traditional Individual Retirement Annuity Endorsement		
Location of Field in Form	Bracketed Term	Range/Scope of Variation
Page 4	Officer Signature/Title	In the event the name/title of an officer signing the endorsement form changes, any new name/title utilized will be that of an officer of the company.

Form: <b>REND0611</b> - Roth Individual Retirement Annuity Endorsement		
Location of Field in Form	Bracketed Term	Range/Scope of Variation
Page 5	Officer Signature/Title	In the event the name/title of an officer signing the endorsement form changes, any new name/title utilized will be that of an officer of the company.

# TRADITIONAL INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

## ARTICLE I

- 1.01 *Purpose- of the Endorsement:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as an individual retirement annuity (IRA) under Code Section 408(b) to provide for the IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the IRA Owner and his or her Beneficiary(ies). ~~If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a Designated Beneficiary of a deceased individual, references in this document to the "IRA Owner" are to the deceased individual.~~ If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

## ARTICLE II — DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the IRA Owner through which the IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Designated Beneficiary:* Means the Beneficiary named as of the date of the IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the IRA Owner's death.
- 2.06 *Endorsement:* Means this IRA Endorsement, ~~that is attached to the contract to establish this IRA.~~
- 2.07 *IRA:* Means a Traditional IRA as defined in Code Section 408(b) unless otherwise indicated.
- 2.08 *IRA Owner:* Means the individual who participates in this IRA, thereby owning the Contract.
- 2.09 *Issuer:* Means Presidential Life Insurance Company, ~~or Presidential Life Insurance Company in Texas doing business as Rockland Life Insurance Company.~~
- 2.10 *Premium:* Means any payments made to the IRA.
- 2.11 *Regulations:* Means the Treasury regulations.
- 2.12 ~~SIMPLE~~ *Roth IRA:* Means an IRA ~~as defined in Code Sections 408A and 408(b).~~
- 2.13 ~~SIMPLE~~ *IRA:* Means an IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

## ARTICLE III — PREMIUM PAYMENTS

- 3.01 *Maximum Permissible Premiums.* The Issuer may accept Premiums on behalf of the IRA Owner for a tax year of the IRA Owner.

A. **Regular Premiums.** Except in the case of a rollover Premium (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3)), and 457(e)(16)) or a Premium made in accordance with the terms of a simplified employee pension (SEP) plan as described in Code Section 408(k), no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the IRA Owner's compensation, or ~~\$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter.~~

After 2008, the Premium limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(~~C~~)-D). Such adjustments will be in multiples of \$500.

If the IRA Owner makes regular Premiums to both Traditional and Roth IRAs for a taxable year, the maximum regular Premium that can be made to all the IRA Owner's Traditional IRAs for that taxable year is reduced by the regular Premiums made to the IRA Owner's Roth IRAs for the taxable year.

~~3.02~~ B. **Catch-Up Premiums.** In the case of an IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium limit is increased by ~~\$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.~~

~~3.03~~ ~~SIMPLE~~ ~~IRA~~ C. **Additional Premiums.** In addition to the amounts described in Sections 3.01(A) and (B) of this Endorsement, an IRA

Owner may make additional Premiums specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, and certain amounts received in connection with the Exxon Valdez litigation.

**D. Employees of Certain Bankrupt Employers.**

In addition to the amounts described in Section 3.01(A) and (C) of this Endorsement, an IRA Owner who was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An IRA Owner who makes Premiums under this section may not also make catch-up Premiums.

**E. SIMPLE IRA.** No Premiums will be accepted under a SIMPLE IRA plan established by an employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to Premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

~~3.04 Excess Premium.~~ **F. Inherited IRA.** If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), no Premiums will be accepted.

**3.02 Excess Premium.** Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.

~~3.05~~ **3.03 Contract Requirements.** If Premiums are interrupted ~~(if applicable)~~, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be ~~\$0.00~~ **25 (not to exceed \$50)**. However, the Issuer may, at its option, either accept additional future Premiums or terminate the Contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

**ARTICLE IV -- DISTRIBUTION REQUIREMENTS**

**4.01 IRA Owner Distributions.** Notwithstanding any provision of this IRA to the contrary, the distribution of the IRA Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Regulations thereunder,

the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under ~~this Article~~ **Section 4.01(D))** of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than ~~paragraphs Section 4.01 (A), (B)), and (C) of this Article 4.01~~ and ~~article~~ **Section 4.02** of this Endorsement.

A. The entire interest of the IRA Owner for whose benefit the IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such IRA Owner attains age 70 ~~1/2~~ (the "required beginning date") over

1. the IRA Owner's life or the lives of such IRA Owner and his or her Designated Beneficiary(ies), or
2. a period certain not extending beyond the IRA Owner's life expectancy or the joint and last survivor expectancy of such IRA Owner and his or her Designated Beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-~~6T~~ **6**. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-~~6T~~ **6**. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(B) and (C) of this Endorsement do not apply.

B. The distribution periods described in ~~paragraph Section 4.01(A)~~ of this ~~article~~ **Endorsement** cannot exceed the periods specified in Regulations Section 1.401(a)(9)-~~6T~~ **6**.

C. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.

D. The ~~value of "interest"~~ in the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

E. If the IRA Owner fails to elect a method of distribution by his or her required beginning date the Issuer shall have complete and sole discretion to do any one of the following:

- \_\_\_\_\_• make no distribution until the IRA Owner provides a proper withdrawal request;
- distribute the IRA Owner's entire interest in a single sum payment;
- distribute the IRA Owner's entire interest over a period certain not extending beyond the IRA Owner's life expectancy or the life expectancy of the IRA Owner and his or her Beneficiary; or
- annuitize the IRA within the parameters described in this Section.

The Issuer will not be liable for any penalties or taxes related to the IRA ~~Owner's~~ Owner's failure to take a required minimum distribution.

4.02 *Beneficiary Rights.* If the IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

**A. Death on or After Required Beginning Date.**

If the IRA Owner dies on or after ~~the~~ required ~~beginning date for~~ distributions commence, the remaining portion of such IRA Owner's interest will continue to be distributed under the Contract option chosen.

**B. Death Before Required Beginning Date.** If the IRA Owner dies before required distributions commence, such IRA Owner's entire interest will be distributed at least as rapidly as follows.

1. If the Designated Beneficiary is someone other than the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the IRA Owner's death, or, if elected, in accordance with ~~paragraph 4.02(B)(3) of this Endorsement~~ Section 4.02(B)(3) of this Endorsement. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse Designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse Designated Beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.
2. If the IRA Owner's sole Designated Beneficiary is the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the

calendar year following the calendar year of the IRA Owner's death (or by the end of the calendar year in which the IRA Owner would have attained age 70-~~1/2~~<sup>1/2</sup>, if later), over such spouse's life expectancy, or, if elected, in accordance with ~~paragraph~~ Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with ~~paragraph~~ Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

3. If there is no Designated Beneficiary, or, if applicable by operation of ~~paragraph~~ Section 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the IRA Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under ~~paragraph~~ Section 4.02(B)(2) of this Endorsement).
4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in ~~paragraph~~ Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.
- C. The ~~value of~~ "interest" in the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

D. For purposes of ~~paragraphs~~**Sections** 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the IRA Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under ~~paragraph~~**Section** 4.02(B)(2) of this Endorsement. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Regulations Section 1.401(a)(9)-~~6T6~~, the required distributions are considered to commence on the annuity starting date.

E. If the Designated Beneficiary is the IRA Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the IRA, makes a Premium to the IRA or fails to take required distributions as a Beneficiary.

~~FF.~~ The required minimum distributions payable to a Designated Beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Regulations Section 1.408-8.

G. If the Beneficiary payment election described in Section 4.02 is not made by December 31 of the year following the year the IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:

- ~~\_\_\_\_\_~~• make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
- ~~\_\_\_\_\_~~• distribute the entire IRA to the Beneficiary(ies) in a single sum payment; ~~or~~
- ~~\_\_\_\_\_~~• distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in ~~paragraphs~~**Sections** 4.02(A) or (B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

## **ARTICLE V ~~---~~ REPORTING**

The IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report required under Code Section 408(i), Regulations Sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

## **ARTICLE VI ~~---~~ AMENDMENTS**

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the IRA Owner. The IRA Owner will be deemed to have consented to any other amendment unless the IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the IRA Owner.

## **ARTICLE VII ~~---~~ RESPONSIBILITY OF THE PARTIES**

The Issuer shall not be responsible for any penalties, taxes, judgments, or expenses incurred by the IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings, or this Endorsement.

Signed for the Company at its home office in Nyack, ~~NY~~**NY**





Secretary



President

# **PRESIDENTIAL LIFE INSURANCE COMPANY**

HAS ISSUED THIS **RIDERENDORSEMENT** AS PART OF THE **POLICYCONTRACT** TO WHICH IT IS ATTACHED



# ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

## ARTICLE I

- 1.01 *Purpose— of the Endorsement:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as a Roth individual retirement annuity (IRA) under Code Sections 408A and 408(b) to provide for the Roth IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the Roth IRA Owner and his or her Beneficiary(ies). ~~If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a Designated Beneficiary of a deceased individual, references in this document to the "Roth IRA Owner" are to the deceased individual.~~ If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The Roth IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the Roth IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

## ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the Roth IRA Owner through which the Roth IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining Roth IRA benefits upon the death of the Roth IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Compensation.* For purposes of Section 3.01 of this Endorsement, compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self employed Roth IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Code Section 1402(c)(6). The term compensation shall include any amount includible in the Roth IRA Owner's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). Compensation also includes any differential wage payments as defined in Code Section 3401(h)(2). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a Roth IRA Premium.
- 2.05 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- ~~2.0506~~ *Conversion Premium:* Means a contribution described in Code Section 408A(e) ~~of the Code~~ from a Traditional or SIMPLE IRA to a Roth IRA.
- ~~2.0607~~ *Designated Beneficiary:* Means the Beneficiary named as of the date of the Roth IRA Owner's death who remains Beneficiary as of September 30 of the year following the year of the Roth IRA Owner's death.
- ~~2.0708~~ *Endorsement:* Means this Roth IRA Endorsement, ~~including the application, that was completed.~~
- 2.09 *IRA:* Means a Roth IRA as defined in Code Sections 408(A) and ~~signed to establish this IRA~~408(b) unless otherwise indicated.
- ~~2.0910~~ *Issuer:* Means Presidential Life Insurance Company or Presidential Life Insurance Company in Texas doing business as Rockland Life Insurance Company.
- ~~2.09~~ *IRA:* ~~Means a Roth Individual Retirement Annuity as defined in Code sections 408(A) and 408(b) unless otherwise indicated.~~
- ~~2.10—2.11~~ *Premium:* Means any payments made to the Roth IRA.
- ~~2.11—12~~ *Regulations:* Means the Treasury regulations.
- ~~2.12—13~~ *Roth IRA Owner:* Means the individual who participates in this ~~individual retirement annuity and is the owner of~~Roth IRA, thereby owning the Contract.
- ~~2.13—14~~ *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

2.15 *Traditional IRA*: Means an IRA as defined in Code Section 408(a) or 408(b).

## ARTICLE III – PREMIUM LIMITS/PAYMENTS

### 3.01 *Premium Limits*

A. **Maximum Permissible Amount.** Except in the case of a ~~qualified rollover Premium (as described in Code section 408A(e),~~ Section 3.01(G) of this Endorsement) or a ~~recharacterized Premium/recharacterization (as described in Code section 408A(d)(6), or a Conversion Section 301(F) of this Endorsement),~~ no Premium, ~~no Premiums~~ will be accepted unless ~~they are~~ it is in cash, and the total of such Premiums ~~shall not exceed the lesser of 100 percent of to all the Roth IRA Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in Section 3.01(B) of this Endorsement), or the Roth IRA Owner's Compensation, or: \$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 (as defined in Section 2.04 of this Endorsement), if less, for any that taxable year beginning in 2005 through 2007; and.~~ The Premium described in the previous sentence that may not exceed the lesser of the applicable amount of the Roth IRA Owner's Compensation is referred to as a regular Premium. However, notwithstanding the preceding limits on Premiums, a Roth IRA Owner may make additional Premiums specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, and certain amounts received in connection with the Exxon Valdez litigation. Premiums may be limited under Sections 3.01(C), (D), and (E) of this Endorsement.

B. **Applicable Amount.** The applicable amount is determined below:

1. If the Roth IRA Owner is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Premium limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(~~C~~–D). Such adjustments will be in multiples of \$500.
2. If the Roth IRA Owner is 50 or older, the applicable amount under Section 3.01(B)(1) of this Endorsement is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
3. If the Roth IRA Owner was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under Section 3.01(B)(1) of this Endorsement is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. A Roth IRA Owner who makes Premiums under this Section

3.01(B)(3) may not also make Premiums under Section 3.01(B)(2).

C. **Regular Premium Limit.** The maximum regular Premium that can be made to all the Roth IRA Owner's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

1. If a Roth IRA Owner's modified adjusted gross income (MAGI) falls within certain limits, as described in the following table, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Premium	Phase-Out Range MAGI	No Premium
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

A Roth IRA Owner's MAGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover Premium. If the Roth IRA Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Premium determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the MAGI limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

2. If the Roth IRA Owner makes regular Premiums to both Roth and Traditional IRAs for a taxable year, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for that taxable year is reduced by the regular Premiums made to the Roth IRA Owner's Traditional IRAs for the taxable year.

~~Premiums may be further limited if the Roth IRA Owner's modified adjusted gross income (MAGI) exceeds the limits described in paragraph 3.03 of this Endorsement.~~

~~Qualified rollover contribution means a rollover contribution that meets the requirements of Sec. 408(d)(3) of the Internal Revenue Code, except the one rollover per year rule of Sec. 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA.~~

~~3.02 *Catch Up Premiums.* In the case of a Roth IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium limit is increased by \$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.~~

~~3.03 Regular Premium Limit.~~ If a Roth IRA Owner's MAGI falls within certain limits, as described in the following table, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

<del>Filing Status</del>	<del>Full Premium</del>	<del>Phase-Out Range MAGI</del>	<del>No Premium</del>
<del>Single or Head of Household</del>	<del>\$95,000 or less</del>	<del>Between \$95,000 and \$110,000</del>	<del>\$110,000 or more</del>
<del>Joint Return or Qualifying Widow(er)</del>	<del>\$150,000 or less</del>	<del>Between \$150,000 and \$160,000</del>	<del>\$160,000 or more</del>
<del>Married Separate Return</del>	<del>\$0</del>	<del>Between \$0 and \$10,000</del>	<del>\$10,000 or more</del>

~~If the Roth IRA Owner's MAGI for a taxable year is in the phase out range, the maximum regular Premium determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200.~~

~~3.04 Conversion Premium Limit.~~ A conversion from a Traditional or SIMPLE IRA cannot be made to this IRA if, in the year the amount is distributed from the Traditional or SIMPLE IRA:

- ~~1. the Roth IRA Owner is married and files a separate return;~~
  - ~~2. the Roth IRA Owner is not married and has MAGI in excess of \$100,000 or~~
  - ~~3. the Roth IRA Owner is married and together the Roth IRA Owner and the Roth IRA Owner's spouse have MAGI in excess of \$100,000.~~
- ~~For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.~~

~~3.05D. SIMPLE IRA Limits.~~ No Premiums will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

- E. Inherited Roth IRA.** If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), no regular Roth IRA Premiums will be accepted.
- F. Recharacterization.** A regular Premium to a Traditional IRA may be recharacterized pursuant to the rules in Regulations Section 1.408A-5 as a regular Premium to this Roth IRA, subject to the limits in ~~paragraph~~Section 3.0301(C) of this Endorsement.

~~3.06 Modified Adjusted Gross Income.~~ For purposes of paragraphs 3.03 and 3.04 of this Endorsement, a Roth IRA Owner's MAGI for a taxable year is defined in Code section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a conversion from a Traditional or SIMPLE IRA.

~~3.07 Compensation.~~ For purposes of paragraph 3.01 of this Endorsement, compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and

~~bonuses). Compensation for a self-employed individual includes earned income, as defined in Code section 401(c)(2) (reduced by the deduction the self-employed Roth IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code section 401(c)(2) shall be applied as if the term trade or business for purposes of Code section 1402 included service described in Code section 1402(c)(6). Compensation shall include any amount includible in the Roth IRA Owner's gross income under Code section 71 with respect to a divorce or separation instrument. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for the purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.~~

~~Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation.~~

**3.08G. Qualified Rollover Premium.** A qualified rollover Premium is a rollover of a distribution from an eligible retirement plan described in Code Section 402(c)(8)(B). If the distribution is from a Roth IRA, the rollover must meet the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the distribution is from a Traditional or SIMPLE IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A qualified rollover Premium also includes Sections 3.01(G)(1) and (2) below.

1. All or part of a military death gratuity or servicemembers' group life insurance (SGLI) payment may be contributed if the Premium is made within one year of receiving the gratuity or payment. Such Premiums are disregarded for purposes of the one-rollover-per-year rule under Code Section 408(d)(3)(B).
2. All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458) received by certain airline employees may be contributed if the Premium is made within 180 days of receiving the payment.

**3.02 Excess Premium.** Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.

**3.03 Contract Requirements.** If Premiums are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a Premium ~~other than a rollover or transfer Premium~~, to the Issuer, and the minimum Premium amount for reinstatement shall be \$25.00 (not to exceed \$50). However, the Issuer may, at its option, either accept additional future



payments or terminate the Contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

~~3.10 SIMPLE IRA. No Premiums will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to Premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.~~

#### ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *Roth IRA Owner Distributions.* No amount is required to be distributed from the Contract prior to the death of the Roth IRA Owner for whose benefit the Contract was originally established. ~~If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), this Section does not apply.~~

4.02 *Beneficiary Rights.* If the Roth IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

A. Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Roth IRA Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), and the Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under ~~paragraph~~Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in ~~paragraphs~~Sections 4.02(B), (C), (D)), and (E) of this Endorsement.

B. Upon the death of the Roth IRA Owner, his or her entire interest will be distributed at least as rapidly as follows:

1. If the Designated Beneficiary is someone other than the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of the Roth IRA Owner's death, or, if elected, in accordance with ~~paragraph 4.02(B)(3) of this Endorsement~~Section 4.02(B)(3) of this Endorsement. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the

benefit of a nonspouse Designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse Designated Beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

2. If the Roth IRA Owner's Designated Beneficiary is the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death (or by the end of the calendar year in which the Roth IRA Owner would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with ~~paragraph~~Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with ~~paragraph~~Section 4.02(B)(3) of this Endorsement.

If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

3. If there is no Designated Beneficiary, or if applicable by operation of ~~paragraph~~Section 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Roth IRA Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under ~~paragraph~~Section 4.02(B)(2) of this Endorsement).
4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in ~~paragraph~~Section

4.02(B)(1) or (2) of this Endorsement, and reduced by one for each subsequent year.

- C. The ~~value of~~ "interest" in the Roth IRA for purposes of Section 4.02 of this ~~Article~~ Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.
- D. For purposes of ~~paragraph~~ Section 4.02(B)(2) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such ~~paragraph~~ Section. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Regulations Section 1.401(a)(9)-~~6~~~~16~~, then required distributions are considered to commence on the annuity starting date.
- E. If the sole Designated Beneficiary is the Roth IRA Owner's surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Premium to the Roth IRA or fails to take required distributions as a Beneficiary.
- ~~FF.~~ The required minimum distributions payable to a Designated Beneficiary from this Roth IRA may be withdrawn from another Roth IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of Regulations Section 1.408-8.
- G. If the Beneficiary payment election described above is not made by December 31 of the year following the year the Roth IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
  - distribute the entire Roth IRA to the Beneficiary(ies) in a single sum payment; or
  - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in ~~paragraph~~ Section 4.02(B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

#### ARTICLE V – REPORTING

The Roth IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report(s) required under the Code and related Regulations including Code Sections 408(i) and 408A(d)(3)(D) and Regulations Sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

#### ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Roth IRA Owner. The Roth IRA Owner will be deemed to have consented to any other amendment unless the Roth IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the Roth IRA Owner.

#### ARTICLE VII – RESPONSIBILITY OF THE PARTIES

#### ~~ARTICLE VII – RESPONSIBILITY OF THE PARTIES~~

The Issuer shall not be responsible for any penalties, taxes, judgments, or expenses incurred by the Roth IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this Roth IRA comply with the Code, Regulations, rulings, or this Endorsement.

Signed for the Company at its home office in Nyack, ~~NY~~ NY



Secretary



President

## PRESIDENTIAL LIFE INSURANCE COMPANY

HAS ISSUED THIS ~~RIDER~~ENDORSEMENT AS PART OF THE ~~POLICY~~CONTRACT TO WHICH IT IS ATTACHED